

Los Angeles County **Board of Supervisors**

July 30, 2013

Gloria Molina First District

Mark Ridley-Thomas Second District

> Zev Yaroslavsky Third District

Don Knabe Fourth District

Michael D. Antonovich

Dear Supervisors:

County of Los Angeles

500 West Temple Street

Los Angeles, California 90012

The Honorable Board of Supervisors

383 Kenneth Hahn Hall of Administration

Fifth District

Mitchell H. Katz, M.D. Director

Hal F. Yee, Jr., M.D., Ph.D. Chief Medical Officer

Christina Ghalv, M.D. Deputy Director, Strategic Planning

313 N. Figueroa Street, Suite 912 Los Angeles, CA 90012

> Tel: (213)240-8101 Fax: (213) 481-0503

www.dhs.lacounty.gov

To ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners.



APPROVAL OF AMENDMENT THREE TO SUPPLY CHAIN PROCUREMENT AND DATA MANAGEMENT SERVICES AGREEMENT NO. H-704447 WITH GLOBAL HEALTHCARE EXCHANGE LLC (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION () DISAPPROVE ()

SUBJECT

Request approval of an Amendment to the existing Agreement with Global HealthCare Exchange LLC for supply chain procurement and data management services at Department of Health Services facilities to amend the Statement of Work and to increase the maximum agreement sum by \$309,000.

IT IS RECOMMENDED THAT THE BOARD:

Authorize the Director of Health Services (Director), or his designee, to execute Amendment Three to Agreement H-704447 with Global HealthCare Exchange LLC (GHX), for supply chain procurement and data management services, effective upon Board approval to amend the Statement of Work for additional services and increase the agreement sum by \$309,000 for a revised maximum agreement sum of \$2,121,765 with no change to the previously approved amount for the optional six month-to-month extension period for a maximum agreement sum of \$2,243,815, subject to review and approval by

The Honorable Board of Supervisors 7/30/2013 Page 2

County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommendation will authorize the Director, or his designee, to execute an Amendment, substantially similar to Exhibit I, to add additional post-implementation development services, including post-implementation custom programming for data conversion, across all Department of Health Services (DHS or Department) facilities to integrate GHX Procurement Suite with the Countywide eCAPS eProcurement and eInventory systems.

The recommended Amendment with GHX will provide customized programming to enable DHS to fully integrate GHX Procurement Suite with Countywide eCAPS eProcurement and eInventory systems; and to streamline processing the Department's high volume of invoices and purchase orders through the system. This will be achieved by standardizing financial coding for all Department purchase order transactions to meet County and DHS requirements and by making other necessary customizations to GHX Procurement Suite. Moreover, the Amendment will allow DHS to maximize supply chain automation, ensure compliance by implementing controls and standards, and provide the Department with the necessary data to make data-driven decisions with regard to effectively managing the supply chain process.

<u>Implementation of Strategic Plan Goals</u>

The recommended actions support Goal 1, Operational Effectiveness and Goal 3, Integrated Services Delivery of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

With this Amendment, the County's maximum agreement sum will be increased by \$309,000 from \$1,812,765 to \$2,121,765 for the agreement period ending June 30, 2015.

Funding is included in DHS' Fiscal Year 2013-2014 Adopted Budget, and will be requested in future fiscal years.

All of these costs will be offset by Patron Equity Credits (PECs). DHS has accrued PECs, which are available to DHS to offset other charges, through the Department's participation in University HealthSystem Consortium's (UHC) group purchasing organization (GPO). These credits are awarded to DHS based on its purchase of commodities through UHC agreements and can be used to purchase services from GHX. DHS will utilize PECs to fund these services. After UHC rebates these PECs to DHS, DHS will use these credits to pay for the additional services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

GHX is a Business Exchange made up of healthcare providers and healthcare product vendors. UHC members, including DHS, are the primary members of GHX. GHX provides current and up-to-date procurement data on medical supplies and to assist members with maintaining a uniform and an efficient supply formulary for medical and surgical supplies. GHX is the only company in the United States to specialize in healthcare supply chain data management and is currently integrated with all major GPOs, including Novation.

DHS has maintained membership in UHC, a not-for-profit member alliance of approximately 118

The Honorable Board of Supervisors 7/30/2013 Page 3

academic medical centers and its medical commodity contracting division, Novation, since 1997. As a UHC member, DHS has the ability to access UHC agreements as an alternative to conducting competitive solicitations.

As a member of UHC, the Department benefits from group discounts for all medical supplies covered under UHC-established vendor contracts. Consequently, DHS benefits from economies of scale. DHS utilizes GHX's supply chain procurement and data management services to increase its savings and more effectively leverage its purchasing power.

On September 21, 2010, the Board approved Agreement H-704447 with GHX for supply chain procurement and data management services for an initial term through June 30, 2013 with one two-year extension and six month-to-month extensions. These services maximize DHS' supply chain results with the following: development of a standardized supply formulary; implementation of controls to ensure compliance with the established formulary; reconciliation and cleansing of purchasing data for consistency and completeness; and hosting of established UHC supplier agreements.

On January 1, 2012, the Department executed Amendment One to exercise its delegated authority to increase the County's total agreement sum by 10 percent, an additional \$120,415, to address additional service needs. On May 22, 2013, the Department executed Amendment Two to exercise its delegated authority to extend the Agreement term to June 30, 2015.

County Counsel has reviewed and approved the Amendment (Exhibit I) as to form. The Chief Information Officer concurs with the Department's recommendation and the CIO Analysis is attached.

CONTRACTING PROCESS

Under the current Agreement, GHX implemented its proprietary supply chain procurement and data management software and services. Additional modifications, interfaces, and new reports are necessary and exceed the current delegation of authority for custom programming in the GHX Agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendation will enable the Department to continue its post-implementation of supply chain automation at all DHS facilities and to provide DHS with the necessary software to develop a standardized supply formulary across all DHS facilities.

The Honorable Board of Supervisors 7/30/2013 Page 4

Respectfully submitted,

mulhal Kon

Mitchell H. Katz, M.D. Director

MHK:jl

Enclosures

c: Chief Executive Office County Counsel Executive Office, Board of Supervisors Richard Sancky

RICHARD SANCHEZ
Chief Information Officer



RICHARD SANCHEZ CHIEF INFORMATION OFFICER

Office of the CIO

CIO Analysis

NUMBER:

DATE:

CA 13-12

7/2/2013

SUBJECT:					
	EE TO SUPPLY CHAIN PROCUREMENT AND DATA				
MANAGEMENT SERVICES AGREEN	IENT WITH GLOBAL HEALTHCARE EXCHANGE LLC				
RECOMMENDATION:					
	e with Modification □ Disapprove				
CONTRACT TYPE:					
☐ New Contract	☐ Sole Source				
☐ Amendment to Contract #: H-704447	☐ Other: Describe contract type.				
CONTRACT COMPONENTS:					
\square Software	☐ Hardware				
☐ Telecommunications	☑ Professional Services				
Summary:					
Department Executive Sponsor: Mitchel	l H. Katz, M.D.				
Three to Agreement H-704447 we chain procurement and data mand the Statement of Work for add \$309,000 for a revised maximum	Services, or his designee, to execute Amendment No. with Global HealthCare Exchange LLC (GHX), for supply nagement services, effective upon execution to amend itional services and increase the agreement sum by agreement sum of \$2,121,765 with no change to the the optional six month-to-month extension period for a 443,815.				
Contract Amount: \$309,000	Funding Source: DHS Operating Budget Fiscal Year 2013-14 *				
☐ Legislative or Regulatory Mandate	Subvented/Grant Funded: 100 % *				
See footnote in the Financial Analysis section.					

Strategic and Business Analysis

PROJECT GOALS AND OBJECTIVES:

To align with the Department's goal to reduce cost and improve efficiency of ordering crucial medical supplies using a standard formulary. GHX has been instrumental in streamlining the supply chain process for DHS and its interface into the County eCAPS system. This Amendment will standardize financial coding for all Department purchase order transactions to meet County and DHS requirements and by making other necessary customizations to GHX' Procurement Suite, including the creation of necessary technical interfaces, product code changes, and reports.

BUSINESS DRIVERS:

The key business drivers for the project are:

- 1. **Operational efficiency**: The solution uses a standard formulary and a single system to order medical and non-medical supplies; this has already improved the efficiency of operation. Additionally, GHX interfaces with the County procurement system eCAPS which further improve operational efficiencies.
- 2. **Cost Reduction:** This solution reduces costs by using standardized formulary with discounted prices.

PROJECT ORGANIZATION:

Gary D. McMann, Chief of Supply Chain Network, is the Project Executive Sponsor. Mauricio Aguilar, Manager of Supply Chain Information Systems, is the Project Director.

PERFORMANCE METRICS:

This system enhancements will assist DHS to increase its savings and effectively leverage its purchasing power. DHS will be able to maximize supply chain automation, ensure compliance by implementing controls and standards, and provide the necessary data to make data-driven decisions to streamline supply chain process.

STRATEGIC AND BUSINESS ALIGNMENT:

The project supports the following County Strategic Plan Goal 1, Operational Effectiveness and Goal 3, Integrated Services Delivery of the County's Strategic Plan.

PROJECT APPROACH:

The vendor will perform the agreed upon application modifications to GHX Procurement Suite and the GHX' Transfer Engine. Mauricio Aguilar, Manager of Supply Chain Information Systems will be the Project Manager who will provide the appropriate project planning and guidance to ensure the application modifications are fully tested before user acceptance.

ALTERNATIVES ANALYZED:

This is an Amendment to an existing Agreement. No alternative was considered.

Technical **Analysis**

ANALYSIS OF PROPOSED IT SOLUTION:

The GHX/eCAPS Integration Interface is based on numerous crosswalk tables that are not providing the financial data required by DHS Finance to justify reimbursements for medical supplies. This Amendment will allow changes to be made to the GHX suite of applications to create additional fields to store required financial data by eliminating the need for the crosswalk tables.

The service details are described in the Statement of Work (SOW). It covers a new interface to load the Procurement Master table data from eCAPS into GHX' transfer engine. The transfer engine is also modified to ensure proper coding of each item. A new report will be created for items that are not coded and this validation will eliminate downstream issues. Other modifications will also be made to improve data integrity and streamline navigation.

Financial Analysis

BUDGET:

Contract costs:

One-time costs: (for Amendment Three)

Services.....

\$309,000

Total one-time costs:

\$309,000 *

Previous contract cost:

\$1,812,765 (includes

Amendments One & Two)

Contract sum:

\$2,121,765

Optional cost: (6 months max):

\$ 122,050

Total cost (maximum):

Other County costs: N/A

\$2,243,815

*DHS budgeted the annual amount because the anticipated credits cannot be calculated. However, based on the volume of purchases, they are receiving 100% credit from the University HealthSystem Consortium (UHC) group. This is part of their budgetary and financing process.

Risk Analysis

RISK MITIGATION:

- 1. DHS needs a thorough requirements analysis document to capture all the code changes. Effective project governance is also critical.
- 2. The Chief Information Security Officer (CISO) has reviewed the Amendment and did not identify any IT security or privacy related issues.

CIO Approval	Prepared BY: Samula	7/2/13		
	Sanmay Mukhopadhyay, Sr. Associate CIO	Date		
	APPROVED:			
	Richard Sanchez, County 210	7-2-13 Date		

Please contact the Office of the CIO (213.253.5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at http://ciointranet.lacounty.gov/

Agreement No. H-704447

AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND GLOBAL HEALTHCARE EXCHANGE LLC FOR SUPPLY CHAIN SERVICES

Amendment No. 3

THIS AMENDMENT is made and	entered into this day of, 20
By and between	COUNTY OF LOS ANGELES (hereafter "County"),
And	GLOBAL HEALTHCARE EXCHANGE LLC (hereafter "Contractor")
	Business Address: 1315 West Century Drive Louisville, CO 80027

WHEREAS, reference is made to that certain document entitled "Agreement By and Between County of Los Angeles and Global Healthcare Exchange LLC for Supply Chain Services," dated September 21, 2010, and further identified as Agreement No. H-704447, and any amendments thereto (all hereafter referred to as "Agreement") to provide Supply Chain Procurement and Data Management Consulting Services at all Department of Health Services facilities; and

WHEREAS, it is the intent of the parties hereto to amend Agreement to expand the Statement of Work, increase the maximum reimbursement, and to provide for other changes as set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 8.1, Amendments, may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon execution.

- 2. Agreement, Paragraph 4.0, **TERM OF AGREEMENT**, is hereby amended to add Sub-Paragraph 4.4, as follows:
 - "4.4 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option."
- 3. Agreement, Paragraph 5.0, **AGREEMENT SUM, BILLING AND PAYMENT**, Subparagraph 5.5, is deleted in its entirety and replaced as follows:
 - **County's Reimbursement to Contractor from July 1, 2013 to December 31, 2015**
 - 5.5.1 Between July 1, 2013 through June 30, 2015, the maximum not to exceed cost to County for all services described hereunder is \$797,200. Of this amount, \$488,200 is the total of Contractor's annual fees (i.e., \$244,100 for FY 2013-2014 and \$244,100 for FY 2014-2015); and \$309,000 is the maximum for Contractor's completion of all work identified in Exhibit B, Section 8.8, Additional Post-Implementation Development, which will be billed at a rate of One Hundred and Ninety-Five Dollars (\$195) per hour, but shall not exceed \$309,000 for the completion of all the work described therein.
 - 5.5.2 County's reimbursement to Contractor for period beginning July 1, 2015 through December 31, 2015 shall not exceed One Hundred Twenty Two Thousand and Fifty Dollars (\$122,050)."
- 4. Agreement, Paragraph 5.0, **AGREEMENT SUM, BILLING AND PAYMENT**, is hereby amended to add Sub-Paragraph 5.7 as follows:
 - **No Payment for Services Provided Following Expiration/Termination of Agreement**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Agreement. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to Pavment bv County for services rendered County. expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Agreement."

5. Agreement, Exhibit B, Statement of Work, Section 8.0, <u>Electronic</u> <u>Requisitioning (Procurement Suite)</u>, is hereby amended to add Subsection 8.8 as follows:

***8.8 Additional Post-Implementation Development**

Performance of Work described in this Subsection 8.8 shall be performed beginning July 1, 2013 and shall continue until the Agreement expires or is terminated.

8.8.1 Procurement Master Table and Reporting

GHX shall be responsible for the following:

- a. Create a new interface for loading the Procurement Master Table into GHX Transfer Engine/Procurement Suite.
- b. Modify the GHX Transfer Engine to be able to massage/modify all NuVia VIM (Virtual Item Master) and CCX (Contract Center) items against the Procurement Item Master so that each item is coded appropriately.
- c. Create a new report in the GHX Transfer Engine that will provide any NuVia VIM (Virtual Item Master) or CCX (Contract Center Xpert) items that were not coded by the Procurement Item Master and stop items with no match from interfacing to Procurement Suite.
- d. Add a new field to the item specification in Procurement Suite for the DHS' commodity code. Name for the new field to be determined.
- e. Add a new field to the CCIL (Contract Catalog Item Load) interface specification in Procurement Suite for the DHS' commodity code in Procurement Item Master.

8.8.2 Commodity Approval Modification

GHX shall be responsible for modifying Procurement Suite to allow DHS to select up to three (3) approvers within relevant segments of the application.

8.8.3 Search Catalog Modification

GHX shall be responsible for modifying Procurement Suite to allow DHS to select the Item Source from the initial Search Catalog."

- 6. Agreement, Exhibit C, Fee Schedule, is deleted in its entirety and replaced with Exhibit C-1, attached hereto and incorporated herein by reference. All references to Exhibit C in the Agreement shall be replaced by Exhibit C-1.
- 7. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

	COUNTY OF LOS ANGELES
	By: Mitchell H. Katz, M.D. Director of Health Services
	CONTRACTOR
	GLOBAL HEALTHCARE EXCHANGE, LLC
	By: Rob Gillespie Chief Financial Officer
APPROVED AS TO FORM:	
Allison Morse County Counsel	
Ву:	_
Senior Deputy County Counsel	

		GHX FEE SO	CHEDULE SUMMARY		
		011,7(1 22 00	TIED GEE GOIMIN ACT		
Agreement Effective Date			Agreement Term Length Governing SOW	Los Angeles County Board approval thru June 30, 2013 with two annual renewals plus six month to month. Found in Affiliates Section of the User Agreement	
			Number of Facilities Covered by Agreement		
Primary GPO		UHC	# MMIS		
,	_	01.0			
Account Name	5555 Fergus Commerce, 0	County - Departr on Drive, Suite 100 CA 90022-5164	Janice Gunter GHX Executive Director		
AP Contact at		Supply Chain Netw lann@dhs.lacounty	Sales & Service West Region		
	Priorie. 323-6	90-7920			
Product Type	Fee	Invoice Cycle (Time Frame)	Milestone/Trigger	Notes	
CONNECT PLUS:					
Integration	\$ -	One Time	Subsidized (a)		
Subscription	30,00	0 Annual	Subsidized ^(a)	(Est. annual fee of \$29,978)	
Sub-Total	\$ 30,00	0			
CONTRACT CENTER:					
Subscription	\$ 27,30	0 Annual	Subsidized (a)	(Est. annual fee of \$27,300)	
METATRADE:					
Integration	\$ 10,40		Upon signing of agreement		
Subscription Sub-Total	\$ 20,80		Invoice generated when go-live occurs at each facility and the Project Acceptance form is signed off by client as completed.	Four (4) facilities x \$2,600 = \$10,400 See affiliates in User Agreement	
NUVIA:	I		Torri to digrica on by offerit as completed.		
Set Up/Implementation	\$ 89,80	0 One Time	Upon signing of agreement		
Integration	\$ 30,00		Upon access to Nuvia on-line and access to the Allsource catalog.		
Subscription	\$ 86,40		Upon set up completion, data load, on-line access, and Project Acceptance		
Sub-Total	\$ 206,20	0	form is signed off by client as completed.		
PROCUREMENT SUITE: Implementation	\$ 200,00	0 One Time	1		
Maintenance	\$ 90,00		\$60K for first facility and \$10K for each additional facility when go-live occurs		
Custom Interface	\$ 90,00		Portion due upon signing of SOW and remainder when Project Acceptance form		
Sub-Total	\$ 380,00	0 [is signed off by client as completed.		
BUSINESS SOLUTIONS (PRA): PRA/Contract Upload	\$ 100,00	0 One Time	Portion due upon cigning of SOM and	Procurement Resource Alignment (PRA)	
PRACOIII act Opioau	\$ 100,00	One fine	Portion due upon signing of SOW and remainder when Project Acceptance form is signed off by client as completed.	Producement Resource Angilinent (PRA)	
Travel Expenses	\$ 10,00	0 As needed	Fees for on-site portion of implementation for air, hotel, transportation, and meals	Business expenses upon approval by DHS Project Manager	
OPTIONAL SERVICES:	T &	0 1 4	1	To 1	
PRA/Contract Monthly Support	\$ 4,00	0 As needed	Invoice monthly, following the month of service.	Only upon prior written approval by DHS with justification of need and SOW of deliverable(s).	
PRA/Contract \$35 per hour Support Converting contracts to elec- tronic format	\$35/ hr	As needed	Invoice monthly, following the month of service.	Only upon prior written approval by DHS with justification of need and SOW of deliverable(s).	

⁽a) Subsidized by Client GPO through December 31, 2011. If subsidy is terminated 12/31/2011, the estimated fees for LADHS are noted.

GHX Payment Schedule Details and Deliverables

Product Type	Tota Contracte		Upon Signing Agreement	Milestone/ Trigger	NOTES ^(a)	estone/ rigger	NOTES
CONNECT PLUS:							
Integration	\$ -		\$ -				
Subscription	\$ 109	5,000	\$ -				
Sub-total	\$ 109	5,000					
CONTRACT CENTER:							
Subscription	\$ 9	5,550	\$ -				
METATRADE:							
Integration	\$ 10	0,400	\$ 10,400				
Subscription	\$ 4	1,600	-	\$ 2,600	Fee for each facility will be	\$ 7,800	\$2,600 each for remaining three
Sub-total	\$ 52	2,000	\$ 10,400	\$ 2,600	invoiced as they are implemented	\$ 7,800	facilities as implemented and PA
					and Project Acceptance (PA) form		form signed.
NUVIA:							
Set Up/Implementation	\$ 89	9,800	\$ 49,800		GHX req. completed, DHS initial data load, and PA form signed.		
Integration	\$ 30	0,000	\$ -	\$ 30,000	On-line access completed and PA form signed.		
Subscription	\$ 432	2,000	\$ -		GHX req. completed, DHS		
Sub-total Sub-total		1,800	\$ 49,800		subsequent file data load, and PA form signed.		
PROCUREMENT SUITE:	•			•			•
Implementation	\$ 200	0,000	\$ 100,000	\$ 100,000	Technical spec's completed (usually w/in 30-days)		Delivery of pilot configuration access and PA form signed.
Maintenance	\$ 420	0,000	-		When 1st facility go-live completed and PA form signed.	\$	\$10,000 each for remaining three facilities as implemented and PA form signed.
Custom Interface	\$ 90	0,000	45,000		Server deliv, configured, in working order, and PA form		
Sub-total	\$ 710	0,000	\$ 145,000	\$ 205,000		\$ 30,000	
Addl. Post-Implementation Development Services (b)	•	9,000					
Contingency Work (c)	\$ 120	0,415					
BUSINESS SOLUTIONS (PRA):							
PRA/Contract Upload		0,000	\$ 44,800		Upon PA form signed.	\$ -	
On-Site Travel Expenses	\$ 10	0,000		\$ 10,000	On-Site implemt. reqments.	\$ -	
OPTIONAL SERVICES:							
PRA/Contract Monthly Support	\$ 68	8,000		\$ 20,000			
PRA/Contract per hour Support	\$	35		As needed.			
Converting contracts to electronic format							
Total Contract Maximum (d)	\$ 2,121	1,765	\$ 250,000	\$ 449,200		\$ 37,800	•

Project Acceptance forms to be signed by DHS Project Manager when work completed and implementation committee validates deliverable(s) met per SOW.

⁽a) Milesone/Trigger points for invoice generation are based on validated GHX work completed and not DHS required deliverables and the Project Acceptance form signed by DHS Project Manager.

⁽b) See Agreement, Subsection 5.5 and Exhibit B, Subection 8.8 for terms of payment.

⁽c) See Agreement, Subsections 3.3 and 5.4, and Attachment A, Invoicing Details and Schedule for terms of payment.

⁽d) Total reimbursement to Contractor from September 21, 2010 through June 30, 2015. Fees for the 6 month extension option from July 1, 2015 through December 31, 2015 will be an additional \$122,050 for a total contract maximum of \$2,243,815.